

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

3/17/11

LEASE NO.

GS-07B-16861

THIS LEASE, made and entered into this date by and between 6600 E CAMPUS, INC.

Whose address is 4400 MACARTHUR BLVD, STE 720
NEWPORT BEACH, CA 92660-2038

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 26,908 rentable square feet (RSF) of office and related space which yields 23,823 ANSI/BOMA Office Area square feet (USF) on the 4th Floor at 2250 West John Carpenter Freeway, Irving, TX 75063-2764, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are one-hundred (100) surface parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon completion and acceptance of the work required by this lease and continuing for a period of ten (10) years, subject to termination and renewal rights as may be hereinafter set forth.

3. For years 1-5, the Government shall pay the Lessor annual rent of \$760,525.55 at the rate of \$63,377.13 per month in arrears.

For years 6-10, the Government shall pay the Lessor annual rent of \$539,236.32 at the rate of \$44,936.36 per month in arrears.

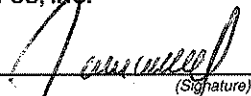
Rent for a lesser period shall be prorated. Rent payments shall be made payable to:

6600 E CAMPUS, INC.
4400 MACARTHUR BLVD, STE 720
NEWPORT BEACH, CA 92660-2038

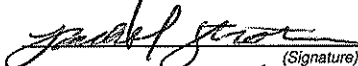
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR
6600 E CAMPUS, INC.

BY


(Signature)

IN PRESENCE OF


(Signature)

President

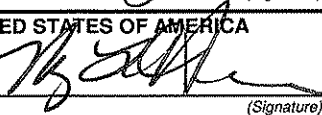
(Title)

4400 Macarthur Blvd. Ste 720

(Address)

UNITED STATES OF AMERICA

BY


(Signature)

MARY L. HEWSON
Contracting Officer, General Services Administration
(Official Title)

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4. The Government may terminate this lease in whole or in part at any time after Year 5 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least XX days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9TX3094 dated August 12, 2010.

B. Build out in accordance with standards set forth in SFO 9TX3094 dated August 12, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2.

C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

- A. Solicitation for Offers 9TX3094 dated August 12, 2010
- B. Amendment 1 to SFO 9TX3094 dated September 28, 2010
- C. Amendment 2 to SFO 9TX3094 dated December 20, 2010
- D. Agency Requirements Package dated October 1, 2009
- E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
- F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
- G. Small Business Subcontracting Plan
- H. Attachment 1, Floor Plan
- I. Legal Description

8. The following change was made to this Lease prior to its execution:

- A. Paragraph 5 was intentionally deleted in its entirety.

9. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$821,893.50 (23,823USF x \$34.50) shall be amortized through the rent for five years at the rate of 8.0%.

Section 3.3(a)(3) of the SFO is replaced with the following, mutually agreed to language:

If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the Tenant Improvement requirements, 2) pay lump sum overage upon completion and acceptance of the improvements, or 3) increase the rent based on a mutually agreed to maximum TI overage which is amortized at the negotiated rate over the firm term of the lease.

10. In accordance with Subsection B(9) of the SFO paragraph entitled *Tax Adjustment*, the percentage of Government occupancy is established as 21.12%.


11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$137,230.80/annum.

12. In accordance with Subsection C of the SFO paragraph entitled *Measurement of Space*, the common area factor is established as 1.13 (26,908 RSF/23,823 USF).

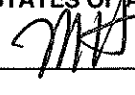
LESSOR

UNITED STATES OF AMERICA

BY


(Initial)

BY


(Initial)

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.50/USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour. Overtime usage shall only apply outside the building's normal hours of HVAC operation. The building's normal hours are 7:00 a.m. to 5:00 p.m. except Saturdays, Sundays, and federal holidays.

15. In accordance with SFO paragraph 4.1, entitled *Measurement of Space*, the common area factor is established as 1.129 (26,908RSF/23,823USF).

16. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] percent of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue for 2 months, in equal amounts.

17. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other authorized cost in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to repairs, changes of scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

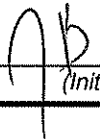
18. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998.

19. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions, and for alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the lease contract will become property of the Lessor.

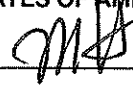
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BY


(Initial)

BY


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